



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact [support@jstor.org](mailto:support@jstor.org).

his right in invoking the aid of a court of equity to protect his interests under the contract.

[Ed. Note.—For other cases, see 8 Va.-W. Va. Enc. Dig. 87.]

**3. Lis Pendens (§ 24 (1)\*)—Notice of Suit—Effect.**—The purchaser of a farm, pending suit against the seller, who had actual and constructive notice of the pending suit to enforce an equity in the land, took the property subject to any decree that might be rendered in the suit with respect to the farm, and the broker who negotiated the sale, also with notice, occupied no higher ground.

[Ed. Note.—For other cases, see 9 Va.-W. Va. Enc. Dig. 458, 460.]

**4. Contracts (§ 119\*)—Stifling Bid—Illegality.**—An agreement between a purchaser of a farm, his broker, and a third person who desired to purchase the farm, that the purchaser, if the third person would withdraw his offer to the owner to purchase, would consummate his purchase from the owner, and then sell to the third person for the price the third person offered the owner, was an agreement attempting to stifle the third person's bid, opposed to public policy and illegal.

[Ed. Note.—For other cases, see 7 Va.-W. Va. Enc. Dig. 246.]

Appeal from Circuit Court, Fairfax County.

Suit by James M. Kincheloe, Arthur N. Meloy, and others against E. P. Taylor and others. From decrees dismissing their petitions, the named plaintiffs appeal. Affirmed.

*H. W. Smith*, of Alexandria, *Thos. H. Lion*, of Manassas, and *C. Keith Carlin*, of Alexandria, for appellants.

*Moore, Keith, McCandlish & Hall* and *C. V. Ford*, all of Fairfax, and *Geo. L. Whitford*, for appellees.

---

LILLARD *v.* GRAVES et al.

June 13, 1918.

[96 S. E. 169.]

**1. Judicial Sales (§ 31 (2)\*)—Setting Aside—Inadequacy of Price.**—After judicial sale of land, the trial court may consider ex parte affidavits as against an opinion and recommendation of the commissioner that the sale be not confirmed on the ground of inadequacy of price.

[Ed. Note.—For other cases, see 8 Va.-W. Va. Enc. Dig. 740.]

**2. Judicial Sales (§ 31 (2)\*)—Setting Aside—Inadequacy of Price.**—The circuit court could not set aside a judicial sale on account of inadequacy of price, based alone on the opinion of the commissioner

---

\*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

who made the sale, as against the presumption in favor of the highest bid as a just criterion of the value of the property, and the uncontradicted evidence afforded by affidavits of 14 responsible citizens and landowners, whose property either adjoined or lay in the immediate vicinity of the land in controversy, that it brought a fair price.

[Ed. Note.—For other cases, see 8 Va.-W. Va. Enc. Dig. 735, 740.]

**3. Judicial Sales (§ 31 (2)\*)—Setting Aside—Inadequacy of Price.**—It was error to set aside a judicial sale of land solely because after the sale an advanced bid of less than 10 per cent. was made.

[Ed. Note.—For other cases, see 8 Va.-W. Va. Enc. Dig. 735, 773.]

Appeal from Circuit Court, Madison County.

Suit by F. S. Graves, a life tenant, against Lena M. Graves and others, as remaindermen, for the sale of land for reinvestment. There was a sale of the land, and Basil W. Lillard, purchaser at the sale, appeals from a decree setting aside the sale. Reversed and remanded, with instructions.

*Chapman & Averill*, of Stanardsville, for appellant.

*Will A. Cook*, of Madison, for appellees.

---

MALLORY *v.* VIRGINIA COLONY FOR THE FEEBLE-MINDED.

June 13, 1918.

[96 S. E. 172.]

**1. Insane Persons (§ 19\*)—Inquisition—Feeble-Mindedness.**—Laws 1916, c. 388, defining feeble-mindedness, and providing for the examination, commitment, and care of feeble-minded persons, does not contemplate that the committing judge shall have tried the issue whether feeble-mindedness existed or not; such question being for the commission created to try such issue.

[Ed. Note.—For other cases, see 7 Va.-W. Va. Enc. Dig. 668.]

**2. Constitutional Law (§ 306\*)—Insane Persons (§ 7\*)—Due Process—Commitment of Feeble-Minded Persons.**—Laws 1916, c. 388, defining feeble-mindedness, and providing for the examination, commitment, and custody of feeble-minded persons, requiring a petition to be filed before the court, judge, or justice designated, raising the issue of fact whether a person is feeble-minded, whereupon a warrant is to be issued ordering the alleged feeble-minded person to be

---

\*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.